

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

MEETING DATE: 1/19/04

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

AGENDA ITEM WORDING: Approval of contract with Comfort Tech Air Conditioning, Inc., for the Customs Building rehabilitation project at the Key West International Airport

ITEM BACKGROUND: The Federal Aviation Administration will fund 95% of the project, with PFC Revenue funding 5%.

PREVIOUS RELEVANT BOCC ACTION: Approval of award of bid to Comfort Tech, 10/20/04.

CONTRACT/AGREEMENT CHANGES: New contract

STAFF RECOMMENDATION: Approval

TOTAL COST: \$47,990.00

BUDGETED: Yes

COST TO AIRPORT: None

COST TO PFC: \$2,399.50

COST TO COUNTY: None

SOURCE OF FUNDS: FAA, PFC Revenue

REVENUE PRODUCING: No

AMOUNT PER MONTH /YEAR:

APPROVED BY: County Attorney X

OMB/Purchasing X

Risk Management X

DIRECTOR OF AIRPORTS APPROVAL \_\_\_\_\_

  
Peter J. Horton

DOCUMENTATION: Included X

To Follow

Not Required

AGENDA ITEM #

C 15

DISPOSITION: \_\_\_\_\_

/bev  
APB

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract #

Contract with: Comfort Tech

Effective Date: Execution

Expiration Date: 60 days from NTP

Contract Purpose/Description: Customs Building Rehab.

Contract Manager: Bevette Moore  
(name)

# 5195  
(Ext.)

Airports - Stop # 5  
(Department/Courier Stop)

for BOCC meeting on: 1/19/05

Agenda Deadline: 1/4/05

## CONTRACT COSTS

Total Dollar Value of Contract: 47,990.00

Current Year Portion: 47,990.00

Budgeted? Yes

Account Codes: 404-63090-560620-GAKA87

Grant: Yes, FAA

County Match: PFC Revenue

## ADDITIONAL COSTS

Estimated Ongoing Costs: N/A  
(not included in dollar value above)

For: .  
(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>12/29/04</u>	( ) ( )	<u>PTH</u> Peter Horton	<u>12/29/04</u>
Risk Management	<u>12/17/04</u>	( ) ( )	<u>M. S. [Signature]</u> for Risk Management	<u>12/17/04</u>
O.M.B./Purchasing	<u>1/1/05</u>	( ) ( )	<u>[Signature]</u> for OMB	<u>12/22/04</u>
County Attorney	<u>1/1/05</u>	( ) ( )	<u>Pedro Mercado</u> County Attorney	<u>12/28/04</u>

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SECTION D

### CONTRACT TO

#### Terminal Rehabilitation

#### (Custom Building – Replace A/C and Handrails)

#### Key West International Airport

THIS AGREEMENT made and entered into the \_\_\_\_\_ day of \_\_\_\_\_  
by and between Comfort Tech Air Conditioning, Inc. Contractor,  
and the Monroe County Board of Commissioners, Key West, Florida, Owner.

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out hereby agrees with the Owner as follows:

1. That the Contractor, shall furnish all the materials, and perform all of the work in the manner and form as provided by the following enumerated Instruction to Bidders, Form of Proposal, General Provisions, Special Provisions, Technical Specifications, Form of Contract, Form of Bond, Drawings and Addenda, which are attached hereto and made a part hereof, as if fully contained herein, for the construction of:

Terminal Rehabilitation  
(Custom Building – Replace A/C and Handrails)  
Key West International Airport  
Monroe County, Florida

2. That the Contractor shall commence the work to be performed under this agreement on a date to be specified in a written order of the Owner and shall fully complete all work hereunder within sixty (60) calendar days from the Notice-to-Proceed (Construction) as per Special Provision No. 2.
3. The Owner hereby agrees to pay to the Contractor for the faithful performance of the agreement, subject to additions and deductions as provided in the specifications or proposal in lawful money of the United States as follows:

Approximately Forty Seven Thousand Nine Hundred Ninety Dollars  
(\$ 47,990.00 ) in accordance with lump sum and unit prices set forth in the proposal.

4. On or before the 15th day of each calendar month, the second party shall make partial payment to the on the Contractor basis of a duly certified and approved

estimate of work performed during the preceding calendar month by the Contractor, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this agreement.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within twenty (20) days after the completion by the Contractor of all work covered by this agreement and the acceptance of such work by the Owner.
6. It is mutually agreed between the parties hereto that time is of the essence in this contract and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the amounts described in the Liquidated Damages Section per day for each day thereafter, Sundays and holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated and this sum is not a penalty being the stipulated damages the Owner will have sustained in the event of such default by the Contractor.
7. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

Comfort Tech Air Conditioning, Inc.

(Contractor)

(Monroe County Board of Commissioners)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

BY \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

ATTORNEY'S OFFICE

DATE \_\_\_\_\_

12/28/04

II-7

WITNESS:

[Signature]

WITNESS:

\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF Miami Dade

I, the undersigned authority, a Notary Public in and for said County and State hereby certify that Manuel Hernandez whose name as President of Comfort Tel signed to the foregoing instrument and who is known to me, acknowledged before me A/C on this day that being informed of the contents of the within instrument, he, in his capacity as such, executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 2<sup>nd</sup> day of December, 2004.

Ana Julia Quesada



Ana Julia Quesada  
Commission # CC 99372  
Expires Feb. 17, 2005  
Bondsman  
Miami, Florida, Inc.

Notary Public

\* Who is authorized by the corporation to execute this contract.

## SECTION E

### DRUG-FREE WORKPLACE FORM

The undersigned Contractor, in accordance with Florida Statute 287.087, hereby certifies that:

Comfort Tech Air Conditioning, Inc.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform such employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Sub-section (1).
4. In the statement specified in Sub-Section (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidder's Signature

Date: September 20, 2004

## **SECTION G**

### **DISCLOSURE OF LOBBY ACTIVITIES**

#### **Certification of Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreements and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, Grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under Grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed:   
Contractor's Authorized Representative

Dated: September 20, 2004

## SECTION K

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a Notary Public or other official authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No.  
0003231  
for Terminal Rehabilitation (Custom Building- Replace A/C & Handrail  
Key West International Airport, Monroe County, Florida
2. This sworn statement is submitted by Comfort Tech Air Conditioning, Inc/.  
(name of entity submitting sworn statement)  
whose business address is 1215 West 76th Street  
Hialeah, FL 33014  
and (if applicable) its Federal Employer Identification Number (FEIN) is:  
65-0674054  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)
3. My name is Maykel Hernandez and  
my (please print name of individual signing)  
relationship to the entity named above is President.
4. I understand that a "public entity crime", as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy or material mis-representation.
5. I understand that "convicted" or "conviction", as defined in Paragraph 287.133(1)(6), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.



6. I understand that an "affiliate", as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person", as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

  X   Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies)

       There has been a proceeding concerning the conviction before a Hearing

Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)

\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)

\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature of Authorized Representative:

\_\_\_\_\_  
President

Title

September 20, 2004

Date

STATE OF FLORIDA

COUNTY OF: MIAMI-DADE

The foregoing instrument was acknowledged before me this 20th day of September 20 04, by Maykel Hernandez

(Sole Corporation or Partnership)

who is personally known to me or who has produced  
as identification and who did/did not take an oath.

N/A

\_\_\_\_\_  
(Signature of Notary Public, State of Florida at Large)

Ana Julia Quesada

(Print name of Notary Public)

My Commission Expires February 17, 2005



Ana Julia Quesada  
Commission # CC 993728  
Expires Feb. 17, 2005  
Bonded Thru \$10,000

**SECTION L**

**SWORN STATEMENT UNDER ORDINANCE NO. 10-1990  
MONROE COUNTY, FLORIDA**

**ETHICS CLAUSE**

Comfort Tech Air Conditioning, Inc. warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.

  
(Signature)

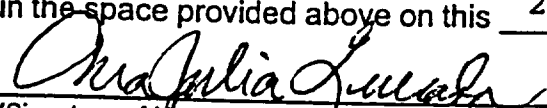
Date: September 20, 2004

STATE OF: FLORIDA

COUNTY OF: MIAMI-DADE

PERSONALLY APPEARED BEFORE ME the undersigned authority:  
Maykel Hernandez

who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 20<sup>th</sup> day of September, 2004.

  
(Signature of Notary Public, State of Florida at Large)

Ana Julia Quesada  
(Print name of Notary Public)

My Commission Expires February 17, 2005

